

EXHIBIT 35

FILED UNDER SEAL

1 UNITED STATES DISTRICT COURT

2 FOR THE

3 DISTRICT OF MINNESOTA

4

5 C.A. No. 16-cv-1054 (WMW/DTS)

6 -----

7 FAIR ISAAC CORPORATION,)

8 Plaintiff)

9 v.)

1 0 FEDERAL INSURANCE COMPANY AND ACE)

1 1 AMERICAN INSURANCE COMPANY,)

1 2 Defendants)

1 3 -----

1 4 CONFIDENTIAL TRANSCRIPT

1 5 ATTORNEYS' EYES ONLY

1 6

1 7 DEPOSITION OF MICHAEL SAWYER

1 8 October 2, 2018

1 9 Courtyard Marriott

2 0 35 Foxborough Boulevard

2 1 Foxborough, Massachusetts

2 2

2 3 *****

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2 4 Chubb

<p>1 believe I was mostly a coordinator in this effort.</p> <p>2 Those two individuals were the authoritative</p> <p>3 figures on the relationship with Chubb.</p> <p>4 Q. Was it your understanding that the</p> <p>5 basic FICO software license excluded client</p> <p>6 affiliates from using the license?</p> <p>7 MR. HINDERAKER: Could I ask a</p> <p>8 clarifying question? When you say basic, are</p> <p>9 you talking about the license with Chubb or</p> <p>10 just --</p> <p>11 MR. FLEMING: In general.</p> <p>12 MR. HINDERAKER: Just a general.</p> <p>13 A. I'm not aware of what our standard</p> <p>14 language was related to affiliates, although it</p> <p>15 was a common item for negotiation with clients in</p> <p>16 general.</p> <p>17 Q. What was a common part of</p> <p>18 negotiation?</p> <p>19 A. Determining the definition of</p> <p>20 affiliates within the contracts.</p> <p>21 Q. Okay. Do you recall any</p> <p>22 discussions in 2008 as to whether the FICO license</p> <p>23 agreement permitted use by a Chubb affiliate in</p> <p>24 Europe?</p> <p style="text-align: right;">Page 37</p>	<p>1 anybody else?</p> <p>2 A. Ian Brodie and Russ Schreiber.</p> <p>3 Q. How had they interpreted that</p> <p>4 clause; what was the discrepancy that you just</p> <p>5 referenced?</p> <p>6 MR. HINDERAKER: Which question do</p> <p>7 want? Objection. And multiple questions.</p> <p>8 Which question do you want answered?</p> <p>9 A. Can you clarify your question,</p> <p>10 please?</p> <p>11 Q. What discrepancy are you</p> <p>12 referencing?</p> <p>13 A. The extent to which the enterprise</p> <p>14 license in amendment two applies from a territory</p> <p>15 perspective.</p> <p>16 Q. What do you mean by that?</p> <p>17 A. I can't speak to, you know, Ian or</p> <p>18 Russ's interpretation of the agreement; however,</p> <p>19 based on knowledge that I had, you know, in</p> <p>20 working with Henry Mirolyuz and the team at Chubb,</p> <p>21 that there may have been some use of the products</p> <p>22 for Chubb businesses outside the United States.</p> <p>23 And so when I read the agreements, went back</p> <p>24 through the territory, I, you know, highlighted</p> <p style="text-align: right;">Page 39</p>
<p>1 MR. HINDERAKER: Same clarifying</p> <p>2 question. Are we talking about the Chubb</p> <p>3 license or just general licenses now?</p> <p>4 MR. FLEMING: This license.</p> <p>5 MR. HINDERAKER: Okay. Thank you.</p> <p>6 A. No, I do not recall any discussion</p> <p>7 that took place in 2008.</p> <p>8 Q. Do you recall any discussions about</p> <p>9 that topic while you were at FICO?</p> <p>10 A. I do.</p> <p>11 Q. What do you recall?</p> <p>12 A. I recall, at some point after I</p> <p>13 assumed responsibility as client partner for</p> <p>14 Chubb, reviewing the agreements and at that point</p> <p>15 in time, I realized the territory clause within</p> <p>16 the original software license service agreement.</p> <p>17 And you know, it clarified for me, you know, the</p> <p>18 scope of amendment two based on that territory</p> <p>19 clause. And it highlighted for me, you know, a</p> <p>20 potential discrepancy in the way that my</p> <p>21 predecessors had, you know, interpreted that</p> <p>22 clause.</p> <p>23 Q. And when you're talking about your</p> <p>24 predecessors, are you referencing Ian Brodie or</p> <p style="text-align: right;">Page 38</p>	<p>1 that to Russ Schreiber. I can't be certain on the</p> <p>2 date.</p> <p>3 Q. So when you say you highlighted</p> <p>4 that to Russ Schreiber, are you referencing an</p> <p>5 e-mail that you sent him at that time?</p> <p>6 A. No. It would have been in</p> <p>7 discussion.</p> <p>8 Q. Was it ever memorialized in an</p> <p>9 e-mail?</p> <p>10 A. I couldn't recall for the nine</p> <p>11 years that I worked at FICO if I wrote an e-mail</p> <p>12 or not, but most likely it was in discussion with</p> <p>13 Russ.</p> <p>14 Q. And when was that discussion?</p> <p>15 A. So it would be during the period of</p> <p>16 time that I was a client partner responsible for</p> <p>17 the Chubb account. So it was somewhere between</p> <p>18 March 2010 and February 2014. My guess is it's in</p> <p>19 that period of time when I was responsible for the</p> <p>20 account.</p> <p>21 Q. So in responding to that question,</p> <p>22 you were referencing the LinkedIn document, right?</p> <p>23 A. Yes.</p> <p>24 Q. So you don't have a separate</p> <p style="text-align: right;">Page 40</p>

<p>1 recollection of it without referencing a document; 2 is that fair?</p> <p>3 A. That is correct. I was referencing 4 Exhibit 72 just to refresh my mind of the period 5 of time in which I served in that role at FICO.</p> <p>6 Q. Okay. So let's talk about what you 7 had learned from Henry Mirolyuz about the use of 8 the Blaze product for Chubb business outside of 9 the United States. What did you learn from him?</p> <p>10 A. So I -- in multiple conversations 11 with Henry, largely centered around presentations 12 that Henry would do internally to Chubb folks 13 around the use of Blaze Advisor, there was 14 reference to an application of Blaze Advisor for 15 renewal processing, I believe, supporting their UK 16 business. And I also engaged in conversations 17 with Henry about some interest that the European 18 unit had around a decision simulation product that 19 FICO also offered. But I do not recall having any 20 direct conversations with members of, you know, a 21 European team for Chubb.</p> <p>22 Q. So was it your understanding that 23 prior to your determination that you had a 24 difference in how one would interpret the license</p> <p style="text-align: right;">Page 41</p>	<p>1 right, of use of the product to support the 2 Chubb's European business and, you know, making 3 Russ aware that upon my reading of the contract, 4 despite how things have been operating previously, 5 that I did not think that was in compliance with 6 our license agreement.</p> <p>7 Q. Okay. So you said that. What was 8 Russ saying?</p> <p>9 A. I don't recall Russ's exact 10 reaction to it, other than the fact that, you 11 know, Chubb, it was an important client of ours at 12 the time, right, and that, you know, it was not 13 the right time to take action on that. So I was 14 not given any direction on how to proceed.</p> <p>15 Q. And did you follow that direction? 16 A. I did.</p> <p>17 Q. So what action were you 18 contemplating or suggesting? 19 MR. HINDERAKER: Objection. 20 Assumes facts.</p> <p>21 A. I do not recall coming into that 22 meeting with a recommendation. You know, at this 23 point in my career, I was a fairly junior software 24 sales representative, right, and so I did not have</p> <p style="text-align: right;">Page 43</p>
<p>1 agreement than the manner in which your 2 predecessors interpreted it, that prior to that 3 time, FICO had taken the position with Chubb that 4 the use of Blaze with regard to Chubb's Canadian 5 company and its European company was within the 6 scope of the license?</p> <p>7 MR. HINDERAKER: I have two 8 objections. One, it misstates his earlier 9 testimony; and two, it presumes someone 10 speaking on behalf of FICO as a corporation.</p> <p>11 A. Yeah. I cannot speak to, you know, 12 what positions my predecessors may have taken with 13 Chubb in respect to their license agreement, so I 14 can't answer that question.</p> <p>15 Q. Well, you referenced this 16 discrepancy and the manner in which your 17 predecessors had interpreted this provision. How 18 do you know how they had interpreted this 19 provision?</p> <p>20 A. Sure. So I don't believe that they 21 ever told me this is how we interpreted it, right. 22 I think that conversation that I had with Russ 23 was, you know, directed to Russ in the way that 24 said that I, as through my role, had become aware,</p> <p style="text-align: right;">Page 42</p>	<p>1 a tremendous amount of experience of dealing with 2 these types of issues, right, and so the course 3 that I took was to report my concern to my 4 management.</p> <p>5 Q. So you didn't have a suggestion or 6 a recommendation; rather, you came to Russ 7 Schreiber and told him that you interpreted this 8 contract differently than he did?</p> <p>9 A. Correct.</p> <p>10 MR. HINDERAKER: Objection. 11 Misstates the testimony.</p> <p>12 Q. Go ahead. 13 A. Correct. 14 Q. Okay. 15 A. Well, let me clarify. I went to 16 him and expressed that I have a concern, right, 17 about what I know about the Chubb account, right, 18 and how I interpret the contract. As I've said, I 19 cannot speculate on how Russ interpreted the 20 contract.</p> <p>21 Q. Well, if you -- why did you believe 22 there was a discrepancy, then, in the way that you 23 interpreted it and the way your predecessors had? 24 You've explained -- let me --</p> <p style="text-align: right;">Page 44</p>

<p>1 referencing?</p> <p>2 A. Where he references that they do</p> <p>3 have a Blaze ELA, and we're working on model</p> <p>4 central POC.</p> <p>5 Q. So why does that lead you to</p> <p>6 conclude that you had that discussion with</p> <p>7 Schreiber after that?</p> <p>8 A. Because as you look further in the</p> <p>9 chain, it does not appear that I raised a concern</p> <p>10 about Russ's perspective on the license grant that</p> <p>11 Chubb had.</p> <p>12 Q. But wait a minute, I thought you</p> <p>13 had said that when you raised this issue with</p> <p>14 Russ, he said this isn't the time to raise it?</p> <p>15 A. I did testify to that. That is</p> <p>16 correct.</p> <p>17 Q. Well, I mean, from your</p> <p>18 perspective, Russ never changed his view of the</p> <p>19 proper interpretation of the contract, correct?</p> <p>20 MR. HINDERAKER: Objection. Lack</p> <p>21 of foundation.</p> <p>22 A. I can't -- I can't definitively say</p> <p>23 that yes or no.</p> <p>24 Q. Well, I'm saying from your</p> <p style="text-align: right;">Page 97</p>	<p>1 conversation was that it was not the right time to</p> <p>2 take any action associated with a potential</p> <p>3 license compliance issue.</p> <p>4 Q. But he didn't agree with your -- he</p> <p>5 didn't express agreement with your interpretation,</p> <p>6 right?</p> <p>7 A. As I testified before, I do not</p> <p>8 remember his exact position on the subject.</p> <p>9 Q. Okay. So Mr. Sawyer, if, in fact,</p> <p>10 he had a different interpretation and Exhibit 47</p> <p>11 simply reflects that different interpretation, why</p> <p>12 would the fact that he's simply reciting his</p> <p>13 interpretation lead you to some conclusion as to</p> <p>14 when that conversation with Russ occurred in which</p> <p>15 you expressed your different interpretation?</p> <p>16 MR. HINDERAKER: I'll object to</p> <p>17 that as argumentative and misstating the</p> <p>18 chronology of the testimony.</p> <p>19 A. As I've testified, I do not know</p> <p>20 what point in time I had that conversation with</p> <p>21 Russ. I cannot be certain, so I cannot be certain</p> <p>22 whether this e-mail chain predates or postdates</p> <p>23 that conversation.</p> <p>24 Q. Okay. And you're referencing the</p> <p style="text-align: right;">Page 99</p>
<p>1 perspective, did you ever hear him have -- express</p> <p>2 an interpretation of the contract that was</p> <p>3 consistent with your interpretation?</p> <p>4 A. Yes. At some point, his</p> <p>5 perspective -- and I'm not saying it was in that</p> <p>6 meeting that I had when I first raised the issue,</p> <p>7 but Russ did at one point in time express to me</p> <p>8 that there would be a proper place and time to</p> <p>9 address that potential license compliance issue.</p> <p>10 You know, Russ, as the leader of our insurance</p> <p>11 group, had purview to things that I didn't have</p> <p>12 purview to in the overall scope of our</p> <p>13 relationships with our clients, and I followed his</p> <p>14 direction.</p> <p>15 Q. No, I understand that. Are you</p> <p>16 saying that during that conversation that you had</p> <p>17 with Russ in which he said something to the effect</p> <p>18 of this isn't the time to raise this, that he</p> <p>19 further said at some point, there may be a proper</p> <p>20 time?</p> <p>21 A. I can't recall the exact</p> <p>22 conversation. What I can recall is that I did</p> <p>23 discuss this issue with Russ at one point in time,</p> <p>24 and you know, the -- what I took from that</p> <p style="text-align: right;">Page 98</p>	<p>1 e-mail chain in Exhibit 47?</p> <p>2 A. That is correct, yes.</p> <p>3 MR. FLEMING: All right. I would</p> <p>4 like to break for lunch right now.</p> <p>5 MR. HINDERAKER: Okay.</p> <p>6 MR. FLEMING: It's noon.</p> <p>7 MR. HINDERAKER: Do you have any</p> <p>8 guess, any guess, about the rest of the day?</p> <p>9 MR. FLEMING: Well, I have a seven</p> <p>10 o'clock flight -- We're off the record.</p> <p>11 THE VIDEOGRAPHER: Do you want to</p> <p>12 go off the record?</p> <p>13 MR. FLEMING: Please.</p> <p>14 THE VIDEOGRAPHER: The time is</p> <p>15 11:59. We're off the record.</p> <p>16 (Break taken.)</p> <p>17 THE VIDEOGRAPHER: The time is</p> <p>18 12:53. We're back on the record.</p> <p>19 BY MR. FLEMING:</p> <p>20 Q. Mr. Sawyer, looking at Exhibit 47,</p> <p>21 which was the last exhibit we looked at, if you</p> <p>22 look at page 2, Mr. Schreiber says in his e-mail</p> <p>23 to Mr. Hill in which you're copied, it says quote,</p> <p>24 "They do have a Blaze ELA," unquote, and he goes</p> <p style="text-align: right;">Page 100</p>

<p>1 on. And then in response to that on the first</p> <p>2 page, the following e-mail, you say, quote,</p> <p>3 "Richard, I am the CP for Chubb. They do have a</p> <p>4 global ELA for Blaze," unquote, and the sentence</p> <p>5 goes on.</p> <p>6 So why did you insert "global"? I</p> <p>7 mean, Russ Schreiber says "Blaze ELA," and then</p> <p>8 you said "global ELA." Why do you say that?</p> <p>9 A. So I can't remember for certain why</p> <p>10 I chose to add that particular word into my</p> <p>11 sentence. I would have to infer what the reason</p> <p>12 for that. Most likely, it was to reflect my</p> <p>13 understanding of Russ's e-mail to clarify it for</p> <p>14 Richard, since Richard was in the UK. But I can't</p> <p>15 remember writing this e-mail in detail, so I can't</p> <p>16 speak to exactly what was going through my head at</p> <p>17 the time.</p> <p>18 Q. And how did you clarify it, how</p> <p>19 does that wording clarify the issue?</p> <p>20 MR. HINDERAKER: Objection. Vague.</p> <p>21 A. The intent behind that, as I said,</p> <p>22 I can't be certain, but as I'm reading the e-mail</p> <p>23 and the chain here, I would believe that my intent</p> <p>24 was to clarify for Richard who was in the UK that</p> <p style="text-align: right;">Page 101</p>	<p>1 conversation with Russ, and based on the</p> <p>2 conversation I had with Russ, I followed up with</p> <p>3 Richard. So I can't say for certain that I</p> <p>4 reviewed the license agreements before I drafted</p> <p>5 that e-mail.</p> <p>6 Q. Even though at this time you had</p> <p>7 been the client partner for close to three years?</p> <p>8 MR. HINDERAKER: Objection.</p> <p>9 Argumentative. Asked and answered.</p> <p>10 A. My statement was in response to</p> <p>11 your question before I wrote this e-mail. So I</p> <p>12 interpreted your question as before I penned this</p> <p>13 e-mail, did I go read the contract agreements, and</p> <p>14 my answer to that is I am -- cannot say that I</p> <p>15 did. That does not mean -- my statement does not</p> <p>16 mean that I did not read the contracts at some</p> <p>17 point prior to me drafting that e-mail, just that</p> <p>18 I did not necessarily read the contracts right</p> <p>19 prior to drafting that e-mail. Does that make</p> <p>20 clarify? Thank you.</p> <p>21 Q. During your employment at FICO, on</p> <p>22 how many occasions did you interpret a software</p> <p>23 license agreement with respect to the issue of use</p> <p>24 outside of the United States?</p> <p style="text-align: right;">Page 103</p>
<p>1 Russ's e-mail suggested that they were authorized</p> <p>2 to use the software for support of UK business.</p> <p>3 Q. Okay. And did you make that</p> <p>4 determination after reading the license agreement</p> <p>5 and the amendments?</p> <p>6 A. I do not know.</p> <p>7 Q. Okay. By that time, you had been a</p> <p>8 client partner for some time, right?</p> <p>9 A. That is correct.</p> <p>10 Q. And you were the person responsible</p> <p>11 for the licensing process with regard to the</p> <p>12 particular customer, right?</p> <p>13 A. I want to be clear, right. I was</p> <p>14 responsible for the relationship with the client.</p> <p>15 I was not responsible for the drafting of those</p> <p>16 particular license agreements or the intent behind</p> <p>17 the license agreements when they were drafted back</p> <p>18 in 2006.</p> <p>19 Q. You would agree that you would not</p> <p>20 have written that statement about there being a</p> <p>21 global ELA without having reviewed the applicable</p> <p>22 licensing agreements?</p> <p>23 A. I can't say that with certainty</p> <p>24 either. It's very possible that I had a</p> <p style="text-align: right;">Page 102</p>	<p>1 MR. HINDERAKER: Objection. Vague.</p> <p>2 This agreement or all of the agreements?</p> <p>3 MR. FLEMING: The Chubb agreement.</p> <p>4 A. I don't think I can answer that</p> <p>5 with any certainty. I mean, I would guess it</p> <p>6 would have to be a handful of times.</p> <p>7 Q. On each occasion, did you respond</p> <p>8 similarly to the way that you responded in</p> <p>9 Exhibit 47?</p> <p>10 MR. HINDERAKER: Objection. Vague.</p> <p>11 A. I can't say that I did. I'm not</p> <p>12 aware of all the potential times that this issue</p> <p>13 may have come up, and you know, we're talking</p> <p>14 about, you know, an extended period of time where</p> <p>15 there was many e-mails or conversations I had, and</p> <p>16 I can't recall how I would have responded in each</p> <p>17 instance.</p> <p>18 Q. Would you agree that you never</p> <p>19 responded on any occasion that the Chubb software</p> <p>20 license precluded use outside of the United</p> <p>21 States?</p> <p>22 MR. HINDERAKER: Objection. Vague.</p> <p>23 Responded -- both as to responded and as to</p> <p>24 time frame.</p> <p style="text-align: right;">Page 104</p>

1 following the question.
2 Q. Okay.
3 A. I'm trying to.
4 Q. Okay. I'll start over from the
5 beginning.
6 A. Sure. Sure.
7 Q. The question was during your
8 employment at FICO, on how many occasions did you
9 review and interpret the software license
10 agreement relating to Chubb and address the issue
11 of use of Blaze outside of the United States?
12 A. I'm unclear on what you mean by
13 "address the issue." What does me addressing the
14 issue mean in the context of your question?
15 Q. Do you recall any discussions where
16 anybody at FICO inquired whether a particular use
17 of Blaze outside of the United States was within
18 the scope of the license?
19 A. You know, well, throughout the
20 testimony, you've presented a number of exhibits
21 to me that shows that on a handful of occasions
22 that has -- that did occur, and you have, you
23 know, the written responses in the e-mails of how
24 I responded. As I testified, once I became aware

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1 of a potential contract compliance issue of my new
2 understanding of the actual language of the
3 agreement, when that issue came up again, upon
4 review of a request from Chubb or internally,
5 whatever sparked that meeting, is when I escalated
6 the issue to Russ Schreiber, who again was my boss
7 and actually was the representative of FICO who
8 negotiated those contracts.
9 Q. Okay. Other than those
10 circumstances, which you've already testified
11 about this morning --
12 A. Okay.
13 Q. -- the circumstances reflected in
14 the e-mails that we reviewed, and other than the
15 communication with Russ Schreiber that you've
16 detailed, do you recall any other instance where
17 you reviewed and interpreted the software license
18 agreement dealing with Chubb in connection with an
19 inquiry relating to the use of Blaze outside of
20 the United States?
21 A. So the only other time that I can
22 recall would have been in -- let's see, it would
23 have been late 2015, I believe, when -- and I may
24 have the year off there, but when we were made

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1 aware of the potential acquisition of Chubb by
2 ACE, I was asked to review the contracts related
3 to, you know, our standard provisions around
4 assignment of a license. And so at that time, I
5 would have reviewed the agreements in whole in
6 response to, you know, that request internally.
7 Q. Who asked you to review the
8 contracts?
9 A. I can't say for certainty, but most
10 likely it would have been Russ Schreiber.
11 Q. Okay. And after you were requested
12 to do that, what happened next?
13 A. So based on us identifying the
14 assignment language in the contract, our
15 interpretation of the language in that, our
16 understanding of the proposed acquisition of Chubb
17 by ACE, we made an outreach, or I made an outreach
18 specifically to a member of the Chubb sourcing
19 team to request a meeting to discuss the potential
20 acquisition and the potential impact on their
21 existing license agreement.
22 Q. Who did you reach out to?
23 A. A gentleman by the name of Elie
24 Merheb.

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1 Q. And what was his title or role?
2 A. He was, I believe, at that time an
3 AVP and some vendor management type role. He had
4 been my main sourcing contact on a prior contract
5 that I had negotiated for professional services,
6 and at the time, he had directed me that he was my
7 main point of contact for contracting with Chubb.
8 Q. And what happened next?
9 A. I did not get a response from Elie.
10 So my original outreach was in early December, the
11 December before the transaction closed between ACE
12 and Chubb.
13 Q. So December 2015?
14 A. That sounds correct to me.
15 I did not hear from Elie, so in
16 early January, I followed up with Elie via e-mail
17 to let him know that I hadn't heard a response
18 back from him and raising the issue again as that
19 we were hearing that the transaction was getting
20 imminent and we wanted to make sure we had an
21 opportunity to discuss the issue with them prior
22 to the transaction happening.
23 Q. Then what happened?
24 A. My recollection is that Elie then

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<p>1 just based on the close nature of our working 2 relationship, but I can't recall that I called him 3 at 9:00 a.m. on a specific date or anything like 4 that.</p> <p>5 Q. Okay. Can you turn to Exhibit 69?</p> <p>6 A. 69. Yes.</p> <p>7 Q. The March 30th, 2016, attachment, 8 page 2.</p> <p>9 A. Okay.</p> <p>10 Q. At the end of the first paragraph, 11 Mr. Carretta says, quote, "Further, FICO had 12 notified its Chubb client contact prior to the 13 merger that consent was required," end quote. Do 14 you know what he's referencing?</p> <p>15 MR. HINDERAKER: Objection. Asking 16 for Mr. Carretta's intention.</p> <p>17 A. I do not. I can only speak to the 18 communications that I had with Chubb prior to the 19 merger and that communication was with Elie in 20 which I advised him that based on what we knew 21 about the potential merger, that 10.8 could apply. 22 You know, as I recall the events, given the merger 23 hadn't been completed at the time that I spoke to 24 Elie, you know, I would not have been definitive,</p> <p style="text-align: right;">Page 197</p>	<p>1 discovered what I believe to be a discrepancy 2 between the way that, you know, Chubb had 3 interpreted their license and the way that FICO 4 had been operating prior to that. At which point, 5 you know, my reading of the contract suggests that 6 the license was restricted by the territory 7 definition in the master license agreement, which 8 restricted to use in the United States or to the 9 United States territory.</p> <p>10 Q. Okay. Do you have Exhibit 47 11 before you?</p> <p>12 A. 47. Oh, here it is. Yes.</p> <p>13 Q. On the e-mail at the bottom of the 14 page, you state in an e-mail to Richard Hill, do 15 you not, quote, "They do have a global ELA for 16 Blaze," unquote?</p> <p>17 A. Yes, I see that.</p> <p>18 Q. All right. Did you ever inquire of 19 anybody at Chubb what corporate entity was using 20 Blaze?</p> <p>21 A. Not that I'm aware of, no.</p> <p>22 Q. Do you know anybody at FICO who did 23 that?</p> <p>24 A. No. I am not aware of that</p> <p style="text-align: right;">Page 199</p>
<p>1 right, in stating that it will apply, and so when 2 I read Tom's note, that last sentence in the first 3 paragraph, I do not believe that I would have been 4 the person that would have communicated that it is 5 required. I would have communicated that it is 6 possible that it will be required based on what we 7 know about the planned merger, so.</p> <p>8 Q. Can you turn to Exhibit 83. I'm 9 referencing the e-mail from Bill Waid to Tamra 10 Pawloski dated March 23rd, 2016. Do you see the 11 third paragraph where it states, quote, "Given 12 this fact, I see no other outcome than Chubb 13 extending Blaze Advisor to a global license," 14 unquote?</p> <p>15 A. Yes, I do see that.</p> <p>16 Q. Now, it was your opinion that they 17 already had a global license, right?</p> <p>18 MR. HINDERAKER: Objection. 19 Misstates testimony. Time frame. 20 Misleading.</p> <p>21 A. Yeah. As I've testified, over the 22 time of my employment at FICO, as I took over as 23 client partner sometime thereafter of the Chubb 24 account and upon reviewing the contracts, I</p> <p style="text-align: right;">Page 198</p>	<p>1 transpiring.</p> <p>2 Q. Okay. Finally on Exhibit 82, we're 3 looking at the criteria for sizing Blaze Advisor 4 applications. Why isn't the gross written 5 premiums one of the criteria?</p> <p>6 MR. HINDERAKER: Objection. Lack 7 of foundation.</p> <p>8 A. I don't know. You would have to 9 ask Bill Waid who generated the exhibit.</p> <p>10 Q. Okay. Would it be your testimony 11 that those are the -- when it says -- in the 12 second paragraph where it says, "Absent these 13 parameters, we can derive them from book of 14 business or other key business metrics," is it 15 your testimony that that includes gross written 16 premiums?</p> <p>17 A. So there is -- in what Bill has 18 shared here, right, with me, is a spreadsheet that 19 includes parameters. FICO also used a pricing 20 engine that is integrated with Salesforce. And as 21 part of that, there are drop-down fields that the 22 salesperson is responsible for completing. And, 23 you know, upon my departure from FICO, that was in 24 place, and gross written premium was one of the</p> <p style="text-align: right;">Page 200</p>